BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Improvements to roads and drains at Ambedkarnagara and Kanakanagara areas in ward no:04 of Yelahanka satellite town sub division

Estimate Cost: 125.00 Lakhs

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/05/ 2020-21

Office of the Executive E...
Yelahanka division, Bangalore
Dated : 03-9-2020

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through GOK e–Procurement Portal only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-3 and KW-4.**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **19-09-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Construction of additional class rooms and compound wall at Govt. Higher primary school (Bangala school) at Yelahanka old town in Kempegowda ward no:01	300.00	4.50	As per e-Procurement Portal	09 Months (including monsoon)
2	Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7)	400.00	6.00	As per e-Procurement Portal	06 Months (including monsoon)
3	Improvements to roads and drains at Kalli bhavi road and surrounding	100.00	2.00	As per e-Procurement	03 Months

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YELAHANKA DIV

	areas in ward no:01 of Yelahanka sub division			Portal	
4	Developments of roads and drains at Venkatala, Kenchenahalli, Nagenahalli, Harohalli village and Drilling of borewells and providing pipe line at SC/ST areas in ward no:01 and 02 of Yelahanka Division (Package no:08)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
5	Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02	100.00	2.00	As per e-Procurement Portal	03 Months
6	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Chowdeshwari ward no:02	75.00	1.50	As per e-Procurement Portal	03 Months
7	Improvements to roads and drains at SC/ST areas in ward no:02 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
8	Improvements to Asphalting to roads and drains at Best county , Ambabhvaninagara , Ambabhavani layout , Prakruthi layout and surrounding areas in Attur ward no:03 of Yelahanka division (Package-06)	600.00	9.00	As per e-Procurement Portal	06 Months (including monsoon)
9	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Attur ward no:03	125.00	1.875	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Vishwanagara in ward no:03 of Yelahanka Satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
11	Improvements to roads and drains at Bettahalli Colony in ward no:03 of Yelahanka satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
12	Construction of CC roads in 4th phase and surrounding areas in ward no-3	100.00	2.00	As per e-Procurement Portal	03 Months
13	Developments of roads and drains at Attur, Ananthapura, 3rd phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
14	Providing multi colour shade lights at parks in ward no:03 and 04 of Yelahanka satellite town sub division	75.00	1.50	As per e-Procurement Portal	03 Months
15	Improvements to roads and drains at GKVK layout and Narayanappa layout in ward no:04	99.99	2.00	As per e-Procurement Portal	03 Months
16	Improvements to roads and drains at Allalasandra village in ward no:04 of Yelahanka satellite town sub division	75.00	1.50	As per e-Procurement Portal	03 Months

CONTRACTOR

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YELAHANKA DIV

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3. The Commissioner, BBMP for kind information.
4. Special Commissioner (Projects)/Additional Commissioner(Projects) for kind information
5. Engineer – in – Chief, BBMP for kind information.
6. Council Secretary to bring to notice of the Standing Committee (Major Works).
7. The Chief Engineer / yelahanka zone / (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Yelahanka zone/ Mahadevapura zone/ (SWD) for kind information.
8. The Superintending Engineer, yelahanka zone / (Road Infrastructure)/ South/East/West/ Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli/ Mahadevapura Zone for kind information.
9. Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No.-108, Plot No.-22, Sector-1, Kolkata-700107, India, for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. CAO / Chief Auditor for kind information.
12. IT Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
14. ACF (Yelahanka) / Accounts Superintendent / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
16. Notice board Office Copy.

Executive Engineer
Yelahanka Division
Bruhat Bangalore Mahanagara Palike

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YELAHANKA DIV

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Page No.

4
7
19
22
25
38
44
44
45
54

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	8
2.	Eligible Tenderers	8
3.	Qualification of the Tenderer	8
4.	One Tender per Tenderer	10
5.	Cost of Tendering	10
6.	Site Visit	10
B.	**Tender Documents**	
7.	Content of Tender documents	10
8.	Clarification of Tender Document	10
9.	Amendment of Tender documents	10
C.	**Preparation of Tenders**	
10.	Documents comprising the Tender	11
11.	Tender prices	11
12.	Tender validity	11
13.	Earnest money deposit	11
14.	Format and signing of Tender	12
D.	**Submission of Tenders**	
15.	Sealing and marking of Tenders	12
16.	Deadline for submission of Tenders	13
17.	Late Tenders	13
18.	Modification and Withdrawal of Tenders	
E.	**Tender opening and evaluation**	
19.	Opening of First Cover of all Tenders and evaluation to determine Qualified Tenderers	14
20.	Opening of Second Cover Tenders of qualified Tenders and evaluation	14
21.	Process to be confidential	14
22.	Clarification of Tenders	15
23.	Examination of Tenders and determination of responsiveness	15
24.	Correction of errors	15
25.	Evaluation and comparison of Tenders	15
F.	**Award of contract**	
26.	Award criteria	16
27.	Employer's right to accept any Tender and to reject any or all Tenders	16
28.	Notification of award and signing of Agreement	16
29.	Security deposit	16
30.	Advance payment and Security	17
31	Corrupt or Fraudulent Practices	17

A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

12.1 Tenders shall remain valid for a period not less than **one hundred eighty (180) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.
e) Fixed Deposit Receipt (FDR) subject to the following condition
- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:
(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) Sign the Agreement; or
(ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked **"ORIGINAL"** and **"COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- **A Bank Guarantee in the form given in Section 10; or**
- **Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Yelahanka Division, BBMP**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

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YELAHANKA DIV

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Letter of Acceptance

(letterhead paper of the Employer) .....[date]

To:

.....

..... [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....

..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....

..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

To (letterhead of the Employer) .....(date)

.....

.....

..... (name and address of the Contractor)

Dear Sirs

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs ..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....[name and address of Employer] (hereinafter called "the Employer") of the one part and

.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  (i) could not have reasonably foreseen, or
  (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
    (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
    (B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

Government order-02.GO.N.791 Exp-12/2015.dated.26.02.2016 Bangalore – Provision for price adjustment for specified materials for works – is under clarification as per Government order action taken.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[10]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

[10] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

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EXECUTIVE ENGINEER
YELAHANKA DIV

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[11]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Reference	Clause
• The Schedule of Operating and Maintenance Manuals	
• The Methodology and Program of Construction	[48]
• Site Investigation Reports	[25]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[14]

The Employer is: [25]

Name: The Commissioner
Address: BBMP, N.R. Square Bangalore-02 [1.1]
Name of authorized Representative: Executive Engineer
Yelahanka Division
CMC road Yelahanka old town
BBMP, Bangalore – 560064.

The name and identification number of the Contract is

[1.1]

Improvements to roads and drains at Ambedkarnagara and Kanakanagara areas in ward no:04 of Yelahanka satellite town sub division.

The Works consist of Improvements of Roads and drains.

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 03 **months**[12] with the following milestones [17, 26]

Milestone dates:
Physical works to be completed Period from the date of issue of Notice to proceed with the work

Milestone 1 i.e Financial Progress for Rs.0.36 Crores within 01 Months from the date of work order (33%)
Milestone 2 i.e Financial Progress for Rs.0.72 Crores within 02 Months from the date of work order (66%)

[11] Add any other Organization considered suitable.
[12] At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

1.	Labour – P_L	.....%
2.	Cement – P_C	.....%
3.	Steel – P_S	.....%
4.	Bitumen – P_B	.....%
5.	Fuel and Lubricants – P_F[29]	.....%
6	Plant and Machinery Spares – P_P[30]	.....%
7	Other materials – P_M	.....%
	TOTAL	100 %[31]

The liquidated damages for the whole of the works are Rs. 10,946.35/-(amount) per day[32] and that for the milestones are as under (0.1% of total amount) [40]

For Milestone 1: Rs.03,612.29/- per day
For Milestone 2: Rs.07,224.59/- per day
For Milestone 3: Rs.10,946.35/- per day [41]

10946.63/-day /- per day

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or Three [33] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[34]The date by which "as-built"[35] **drawings (in scale 1:1000**[36]**)** in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

[37]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

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[29] This could vary from 5% for normal works and 10% for highly mechanized operations in the work
[30] This could vary from 15% for normal works to 30% for highly mechanized operations in the work
[31] The total of the percentages for the various components of the works should be 100.
[32] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.
[33] To be filled up by the Employer before issue of the tender document; say 'Three or four months'
[34] Score out whichever is not applicable.
[35] Completion drawings
[36] Specify an appropriate scale
[37] Score out which ever is not applicable.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS
(Enclosed)

SECTION 9: BILL OF QUANTITIES

Bruhat Bangalore Mahanagara Palike

Executive Engineer Yelahanka Division

Name of Work: Improvements to roads and Drains at Ambedkarnagara and Kanakanagara areas in ward no-04 of Yelahanka Satellite Town Sub Division

Schedule-B

Item No.	Description	Unit	Quantity	Rate, Rs	
				In Figures	In Words
1	Removing and refixing stone slabs of drains and pointing in CM (1:3) (P.No-27,I No-5.33)	Sqm	234.00		
2	KSRRB 300-1. Earthwork excavation by manual means for roads, drains & similar works in ordinary soil excavated surface levelled and sides neatly dressed, the disposed earth to be levelled neatly after breaking of clods complete as per specifications(I No-19.1, P No-143), 8km lead	Cum	878.79		
3	Filling in foundation with granite/trap broken metal 100mm and down size, with approved sand including hand packing, ramming, watering, including cost of all materials and labour with lead up to 50m and lift 1.5m complete as per specifications. a) 40mm Jelly	Cum	0.62		
4	b) 20mm Jelly	Cum	0.62		
5	c) Coarse sand.	Cum	0.47		
6	d) Fine Sand	Cum	0.31		
7	e) 12.5mm chips	Cum	0.47		

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EXECUTIVE ENGINEER
YELAHANKA DIV

8	Supplying, laying and jointing HDPE pipes of specified grade and conforming to IS 4984- 995 with latest amendments and conveyingto work site including loading and unloading at both destinations and rolling and lowering into trenches, laying true to line and jointing of pipes and specials, giving hydraulic test as per relevant ISS with all lead and lifts including encasing the pipe alround to a depth of not less than 15 cms. with soft gravel or selected earth available from the excavation, testing and commissioning. The rate is exclusive of required specials and fittings wherever necessary like saddle Tee, stub ends, flanged sets, bends, reducers etc. complete (Contractor will make his own arrangements for procuring water for testing) etc. for : HDPE Grade PE80-PN6.0, 630 mm dia. (Perforated Pipe for Rain Water Harvesting Pit) (BWSSB SR 2017-18, Pg No 121 Item No. 1.17 Code No. K010Q)	m	9.00		
9	Providing of Geonets for Rain Water Harvesting pit on top of the filter media as specified indrawings or as approved by Engineer Incharge. Data Rate	Sqm	1.55		
10	KSRRB M2100-10. Providing and laying Plain cement concrete of mix 1:3:6 with OPC @ 220kgs, with crushed 40mm and down size graded granite metal coarse aggregates @0.89cum and fine aggregates @ 0.46cum, in foundation mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days including cost of all materials, labour, HOM curing, form works, scaffolding and centering complete as per specifications. (P.No-222,I No-27.18)	Cum	142.65		
11	Providing and laying plain/reinforced cement concrete for side drains using M20 nominal mix concrete with OPC at 300 kgs. With 20mm and sown size granite metal course aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compcted for walls and bottom including centring shuttering cost of material HOM of machinary curing etc., complete execluding cost of steel as per MORTH specification no. 1500, 1700, 2200 including cost of material labour HOM complete as per specification. (P.No.271, I.No.37.59.2 of PW, P&IWTD S.R 2018-19)	Cum	399.65		
12	KSRRB - M2300-14: Providing TMT steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, palcing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining memebrs wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery	Ton	29.97		

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

	per specification. (P.No-112,I No-14.62)					
19	KSRRB M300-53. Construction of embankment with approved material Gravel/Murrum with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement Table 300-2 complete as per specifications, including cost of gravel / murrum, watering charges & compaction by vibratory roller to 95% of modified proctors density. MORTH Specification No. 305 (P.No.147, I.No.19.60)	Cum	5.40		
20	Executive Bench- Made out of Sadarahalli grey stone with hand supports with 3 line finishing with arch design with 100mm slabs. Height 90x Length 1500 width 45 cms (Data approved rate)	Each	10.00		
21	Construction of granular sub-base Grading-V as Sub-base and dralnage layer by providing coarse graded crushed stone aggregates of granite/ trap/basalt material, mixing in a mechanical mix plant at OMC, Carriage of mixed material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the 98 % proctor density, complete as per specifications Clause 401 of MORTH V Revision.(I No-20.5,P No-153)	Cum	171.60		
22	KSRB 14.6 : Providing and laying heavy duty cobble stones interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM complete as per specifications.(I No-20.5,P No-153) heavy duty cobble stones 60mm thick	Sqm	1144.00		

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)] [ITT Clause 2

(5) GST will be paid separately to the Tendered Amount

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38] _Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV